

MEMORANDUM

July 25, 1985

TO: Boston Redevelopment Authority and
Stephen Coyle, Director

FROM: Richard Garver, Deputy Director
Martha Bailey, Senior Project Coordinator

SUBJECT: Memorandum of Agreement
Southwest Corridor Parcel 18

As part of the planning for the Southwest Corridor transportation project, Commonwealth officials and Boston Redevelopment Authority staff several years ago identified publically assembled parcels which could be developed for the benefit of the affected communities. Of these parcels, by far the most significant group are known as Parcel 18+. As shown on the attached map, these comprise Parcels 16, 18 and 22, which are owned by the City of Boston and the MBTA, and Parcel 17X which is a South End development site and is owned by Northeastern University.

The significance of these parcels lies in their size and their location. The most prominent, Parcel 18, is a 245,000 square foot site located at the new Ruggles Street Station, which will serve both the relocated Orange Line and the commuter rail system. It is at the intersection of Melnea Cass Boulevard, which is the cross-town connection to the Southeast Expressway, and Tremont Street. It is immediately adjacent to Northeastern University. It is planned as a major commercial, office and retail development.

Because of its location, Parcel 18+ represents a unique opportunity to bring the benefits of Boston's economic growth to the surrounding community. Accordingly Mayor Flynn and Governor Dukakis have directed all State and City agencies to work together to create a development program for the site and attempt to begin development by 1987. They have asked the BRA and the MBTA to create a joint planning and development process under which the BRA will act as development agent for both the State and the City in the development of Parcel 18. This development process will involve the existing advisory body, the Parcel 18+ Task Force, as the vehicle for community participation. Planning will aim to achieve the highest possible levels of benefits to the affected community, including the participation of four Community Development Corporations, Minority Developers, and Minority Business Enterprises; a flow of proceeds into a fund benefitting the community; and employment opportunities for area residents.

These goals and policies have been expressed in a revised Memorandum of Agreement, replacing an earlier agreement to which the BRA was a party and which lapsed in June, 1983. The agreement, setting out the roles and responsibilities for all the parties in the development of Parcel 18+, is attached. It calls for the BRA, working with community representatives and the MBTA, to create and implement the plan for the development of Parcel 18.

This role offers a dramatic opportunity for the BRA to harness the energy of Boston's economic growth for the direct benefit of its neighborhoods. It is therefore recommended that the Authority authorize the Director to execute the Parcel 18+ Memorandum of Agreement, in substantially the form attached.

An appropriate vote follows:

Voted: That the Director is authorized to execute, in substantially the form attached, the Parcel 18+ Memorandum of Agreement.

MICHAEL S. DUKAKIS

Governor
Commonwealth of Massachusetts

RAYMOND L. FLYNN

Mayor
City of Boston

ALDEN S. RAINE

Director
Governor's Office of
Economic Development

STEPHEN COYLE

Director
Boston Redevelopment
Authority

FREDERICK P. SALVUCCI

Secretary
Executive Office Transportation
and Construction

KENNETH RYDER

President
Northeastern University

JAMES F. O'LEARY

General Manager
Massachusetts Bay
Transportation Authority

RALPH SMITH

President, LRCC

ROBERT TIERNEY

Commissioner
Massachusetts Department
of Public Works

MARVIN GILMORE

General Manager, CDC

HATTIE DUDLEY

Mission Hill Extension

CHRISTINE E. KING

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GRDC

LLOYD KING

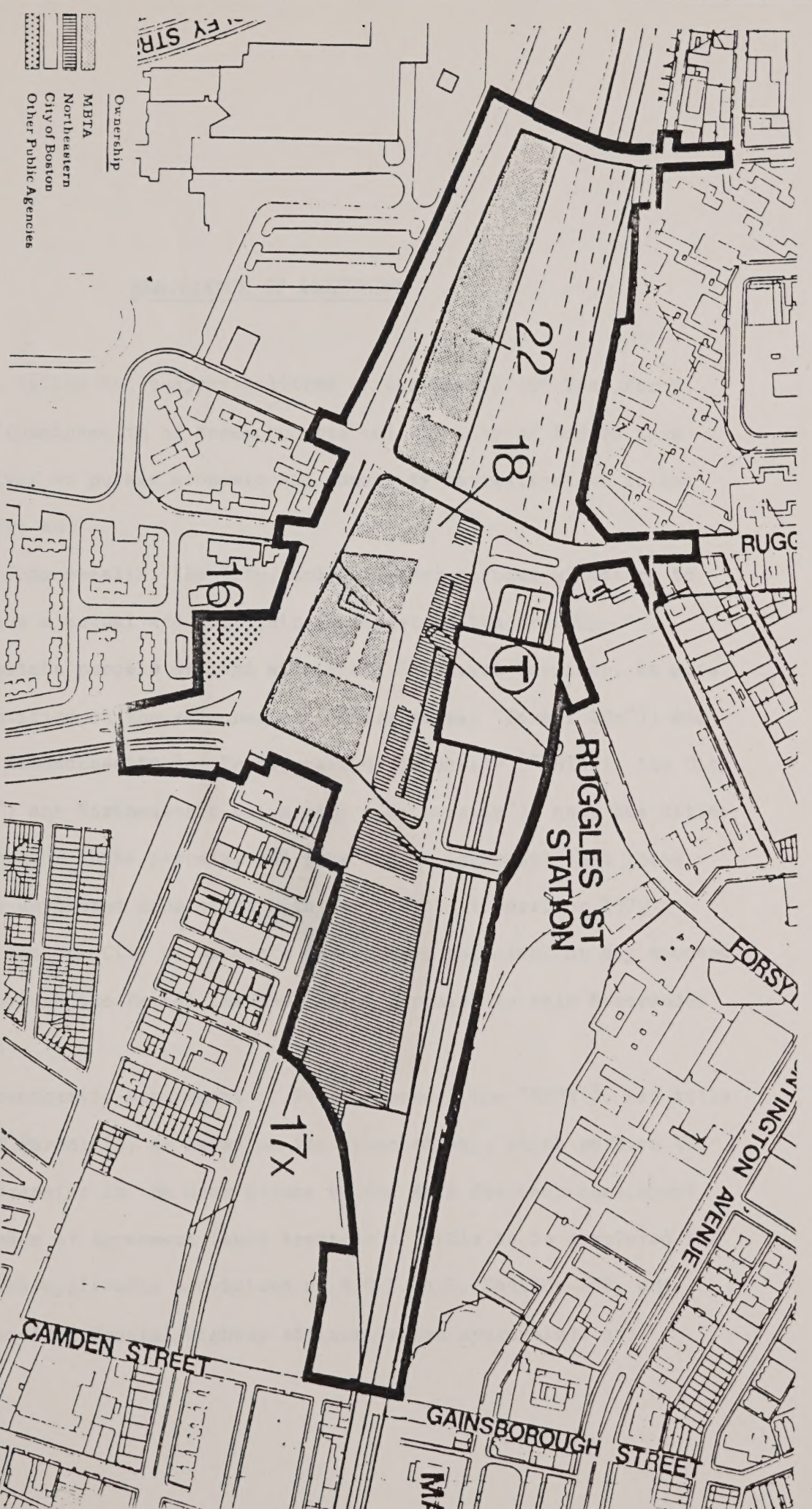
Director, RAP

CAROL CLARK

Whittier Street
Tenant Policy Council

GRETCHEN JACKSON

United Neighbors of Lower
Roxbury, Inc.



Parcel 18+ Area

SOUTHWEST CORRIDOR PROJECT - Development Coordination
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Large Print/Braille/Assistive Tech
 200 West Street
 Boston, MA 02111
 United Community Development, Inc.

MEMORANDUM OF AGREEMENT

Extending the duties and responsibilities of the Parcel 18+ Task Force.

WHEREAS, the Commonwealth of Massachusetts and the City of Boston have committed themselves to pursue economic and community revitalization in the Southwest Corridor; and

WHEREAS, the Commonwealth, the City, and all other parties signatory to this agreement have a mutual and continuing interest in the orderly development of certain parcels of land within the Southwest Corridor, as more specifically identified on the attached map, (hereinafter "Parcel 18+"); and

WHEREAS, the Massachusetts Bay Transportation Authority ("MBTA"), the City of Boston ("City") and Northeastern University ("University"), each has title to certain portions of these parcels, and they are in agreement that these parcels are to be developed consistent with the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or any amended plan developed through the Parcel 18+ Task Force pursuant to this Memorandum of Agreement; and

WHEREAS, Massachusetts Department of Public Works, (the "MDPW"), has title to one portion of Parcel 18, as shown on the attached map, which portion the MDPW intends to transfer in the near future to the MBTA for uses consistent with this Memorandum of Agreement (such transfer of title to be completed in accordance with the applicable provisions of M.G.L. c.7, Section 40F, and subject to any required Federal Highway Administration approvals); and

WHEREAS, the original Memorandum of Agreement creating the Parcel 18+ Task Force expired on June 16, 1983; and

WHEREAS, the MBTA is responsible for the completion of the Southwest Corridor Project and is the Commonwealth's lead agency for planning and implementation of joint development in a manner consistent with the MBTA's "Procedures for Joint Development of Property", as amended, which took effect on December 29, 1983; and

WHEREAS, the MBTA's Director of Southwest Corridor Land Development is the MBTA's central agent for Parcel 18+ and will coordinate on the MBTA's behalf the activities of the various public agencies working in and adjacent to Parcel 18+; and will coordinate the activities of City agencies with those of the MBTA with regard to Parcel 18+; and will represent the MBTA with respect to planning and construction activity as these relate to the disposition and development of parcels within the boundary of Parcel 18+; and

WHEREAS, the City desires to coordinate the activities of various city agencies involved in the development of Parcel 18+, including but not limited to: the disposition of land for development; district planning; obtaining public funding; facilitating City reviews and permitting; facilitating negotiation of real estate tax agreements; facilitating relocation/provision of utilities; and providing other appropriate support; and

WHEREAS, the MBTA and the City each intend to designate the Boston Redevelopment Agency ("BRA") as its agent to create and implement a plan for the development of Parcel 18, and this understanding will be incorporated into a Letter of Agreement between the parties; and

WHEREAS, the parties to this agreement will expedite the federal and state permitting process for SWCP development implementation; and

WHEREAS, the Lower Roxbury Community Corporation ("LRCC"), the Community Development Corporation of Boston, ("CDC"), The Greater Roxbury Development Corporation, ("GRDC"), and the Roxbury Action Program, (RAP"), have both planning and development capabilities and have represented community interests in this development for more than five years; and

WHEREAS, there are a number of other community groups and public agencies with a strong interest in Parcel 18+ and desire to review and comment on planning and development within Parcel 18+ because they represent residents in the surrounding area, or are engaged in activities which relate directly to development in Parcel 18+ (these groups are identified on the signatory page of this Agreement);

NOW, THEREFORE, be it resolved that:

1. The signatories agree to continue their association as the Parcel 18+ Development Task Force, (the "Task Force") in order to review the ongoing planning, analyses of marketability and development feasibility, disposition procedures and strategy for implementation, and to assure adherence to the Southwest Corridor 1979 Development Plan and the City of Boston's development policies, or to any amended plan developed through the Task Force pursuant to this Memorandum of Agreement, and to the stated Southwest Corridor Project principles for effective community participation.

2. The Task Force shall meet as often as required to conduct the business of the Task Force; they will hold regular monthly meetings which will be open to attendance and participation by all interested parties.

3. All signatories to this Agreement will coordinate closely their short- and long-term planning for new facilities with other members of the Task Force. No signatory to this Agreement will initiate further land acquisition development within the Parcel 18+ boundaries, without first notifying the other parties to this Agreement.

4. As part of the overall Parcel 18+ development program, the University will prepare a development plan for Parcel 17X and will seek the endorsement of this plan by the other members of the Task Force. It is understood that the development of Parcel 17X will be contingent upon: the receipt of a building permit for the University's garage as approved by the Task Force; designation of a developer; adequate financing of the development project (s); provision by the MBTA and/or the Executive Office of Transportation and Construction of space to park 250 cars and provision by the City of any additional spaces which may be required to replace on a temporary basis those spaces displaced by construction of the garage; the receipt of all necessary governmental approvals and permits; and the approval of those elements of the University's Master Plan that relate to the development of Parcel 17X, including where relevant garage, library, and recreational or athletic facilities.

The University will report to the Task Force at least quarterly on the progress of the development project(s). It is understood that the University will use its best efforts to initiate construction of additional development project(s) no later than upon completion of the garage. It is further agreed that should the development of Parcel 17X be phased, the University will landscape appropriately any portions of the site which remain undeveloped for a period of six months or longer.

5. The Parcel 18+ Task Force will receive regular progress reports from the MBTA, the City and the University, concerning on-going projects within the Corridor area, with particular reference to issues with a direct bearing on the future use of Parcel 18+.

6. The Task Force shall assess its needs for staff and consultant support and communicate them to the MBTA, the BRA and the University. The MBTA, the BRA and the University will, in response to requests that they determine are reasonable, provide in-kind staff and consultant services. (Utilization of services will be coordinated by the MBTA or its agent, the BRA.)

7. The Parcel 18+ Task Force will prepare a policy statement which describes the Task Force's recommendations on a program of uses, scale of development, development strategy and financing plan for Parcel 18+. The parties to this agreement will use their best efforts to adopt this policy statement within four months of the date of execution of this Memorandum of Agreement.

8. The MBTA and the City agree that the Community Development Corporations which are signatories to this agreement shall have the opportunity to participate or be otherwise involved in the development of Parcels 18 and 22. Prior to any development program being implemented on Parcels 18 and 22, a CDC participation policy consistent with this Agreement shall be negotiated by the MBTA and the BRA with the aforementioned Community Development Corporations; this policy shall specify the scope and level of such participation or involvement. The parties will use their best efforts to insure that this policy is established within four months of the execution of this Memorandum of Agreement. (For the purpose of this paragraph the term "development program" shall mean the disposition of land within the boundaries of Parcel 18 and 22 for industrial, commercial or housing uses, including without limitation related parking garages or other facilities.)

9. The MBTA and the BRA are fully committed to providing opportunities to minority developers as equity participants within the Parcel 18+ development process and will work with the Parcel 18+ Task Force to develop these opportunities. The MBTA and the BRA will conduct and conclude studies by September 1, 1985, to identify MBE/WBE developers within the City of Boston and the MBTA's jurisdiction, respectively, and to analyze models of MBE/WBE participation in comparable projects by transit authorities and by others. During the studies which will be completed by September 1, 1985, the MBTA and the BRA will meet with the Parcel 18+ Task Force to review the results of the studies and to discuss procedures with respect to MBE development opportunities on land owned or leased within the Joint Development Parcels in the 18+ area.

10. The MBTA and the BRA are fully committed to providing opportunities to minority business entrepreneurs and vendors and will address within the planning process the methods that will be employed to maximize these opportunities.

11. The agreement shall remain in effect for five years from the date of execution of this agreement and will thereafter continue from year to year. After the five year term, a party may withdraw from this agreement by notifying the other parties ninety (90) days prior to the anniversary date of the execution of this agreement.